

g. *Effective poundage marketing quota*—The farm marketing quota as established and recorded by ASCS.

h. *Harvest*—The completion of combining or threshing of peanuts.

i. *Insurable acreage*—The land classified as insurable by us and shown as such by the actuarial table.

j. *Insured*—The person who submitted the application accepted by us.

k. *Loss ratio*—The ratio of indemnity to premium.

l. *Person*—An individual, partnership, association, corporation, estate, trust, or other business enterprise or legal entity, and wherever applicable, a State, a political subdivision of a State, or any agency thereof.

m. *Replanting*—Performing the cultural practices necessary to replant insured acreage to the same crop.

n. *Replant payment*—That payment made to the insured in accordance with the provisions of section 9 of this policy which is subject to offset for premium owed.

o. *Service office*—The office servicing your contract as shown on the application for insurance or such other approved office as may be selected by you or designated by us.

p. *Tenant*—A person who rents land from another person for a share of the peanuts or a share of the proceeds therefrom.

q. *Unit*—All insurable acreage of peanuts in the county in which you have an insured share on the date of planting for the crop year and which is identified by a single ASCS farm serial number at the time insurance first attaches under this policy for the crop year. Units will be determined when the acreage is reported. We may reject or modify any ASCS reconstitution for the purpose of unit definition if the reconstitution was in whole or part to defeat the purpose of the Federal Crop Insurance Program or to gain disproportionate advantage under this policy. Errors in reporting units may be corrected by us when adjusting a loss.

r. *Value per pound*—The “value per pound including loose shell kernels”, as shown on the United States Department of Agriculture “Inspection Certificate and Sales Memorandum,” except for Segregation II, III and non-quota (additional) peanuts for which the value per pound will be determined by us.

s. *Written agreement*—An agreement in writing between you and us which is in accordance with FCIC policy.

18. Descriptive Headings

The descriptive headings of the various policy terms and conditions are formulated for convenience only and are not intended to

affect the construction or meaning of any of the provisions of the contract.

19. Determinations

All determinations required by the policy will be made by us. If you disagree with our determinations, you may obtain reconsideration of or appeal those determinations in accordance with Appeal Regulations.

20. Notices

All notices required to be given by you must be in writing and received by your service office within the designated time unless otherwise provided by the notice requirement. Notices required to be given immediately may be by telephone or in person and confirmed in writing. Time of the notice will be determined by the time of our receipt of the written notice.

21. Written Agreements

If provided for under the terms and conditions of the policy, written agreements between FCIC and the policyholder will be in accordance with the provisions of official procedures issued by FCIC.

[57 FR 52585, Nov. 4, 1992; 57 FR 56963, Dec. 2, 1992, as amended at 63 FR 31335, June 9, 1998]

PARTS 426–429 [RESERVED]

PART 430—SUGAR BEET CROP INSURANCE REGULATIONS

Subpart—Regulations for the 1986 and Succeeding Crop Years (1987 and Succeeding Crop Years in California and Arizona)

Sec.

- 430.1 Availability of sugar beet crop insurance.
- 430.2 Premium rates, production guarantees, coverage levels, and prices at which indemnities shall be computed.
- 430.3 OMB control numbers.
- 430.4 Creditors.
- 430.5 Good faith reliance on misrepresentation.
- 430.6 The contract.
- 430.7 The application and policy.

AUTHORITY: 7 U.S.C. 1506, 1516.

SOURCE: 51 FR 5150, Feb. 12, 1986, unless otherwise noted.